

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interests in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch		07/28/2006	Swiss Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Fun Express, Inc.		
Street Address:	4206 South 108th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68137		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2510221	KIDFLUENCE	
Registration Number:	2234368		
Registration Number:	2510278	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-909-6000.		
Email:	trademarks@debevoise.com		
Correspondent Name:	Matthew Heintz, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22600-4023		
NAME OF SUBMITTER:	Matthew Heintz		

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TRADEMARK
REEL: 003372 FRAME: 0032

Signature:

/Matthew Heintz/

Date:

08/17/2006

Total Attachments: 5

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of July 31, 2006, from Credit Suisse, Cayman Islands Branch (as successor in interest to Credit Suisse First Boston, acting by and through its Cayman Islands Branch), a Swiss bank having a principal place of business at 11 Madison Avenue, New York, NY 10010, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Fun Express, Inc., a Nebraska corporation, having a principal place of business at 4206 South 108th Street, Omaha, Nebraska, 68137 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of January 8, 2004, among the Agent, the Grantor, BNP Paribas Securities Corporation, as joint lead arranger, and the various Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Grant of Trademark Security Interest, dated as of January 8, 2004 (the "Grant"), made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Grant was recorded in the Trademark Division of the United States Patent and Trademark Office on January 15, 2004, at Reel 2778, Frame 0940; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Grant, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest (including rights acquired pursuant to a license or otherwise), whether now or hereafter existing, or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located, in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by

such Grantor, or hereafter adopted and used in its business (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified on Schedule I hereto), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void and revert to the Grantor. The Agent acknowledges that this Agreement may be recorded in the Trademark Division of the United States Patent and Trademark Office or other similar offices in any jurisdiction.

3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest in the Pledged Trademarks.

4. Governing Law: This Agreement will be governed by, and will be construed and enforced in accordance with, United States trademark law with respect to copyright issues, and in all other respects, the internal laws of the State of New York (without regard to conflicts of laws principles thereof).

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH (as successor in interest to Credit
Suisse First Boston, acting by and through
its Cayman Islands Branch),
as Agent

By: 

Name:

Title:

IAN NALITT
VICE PRESIDENT

[Signature page to Fun Express / Credit Suisse Trademark Release]

22246987

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF Manhattan :SS:

On July 28, 2006, before me, the undersigned, personally appeared Don Hale, Vice President
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lois R. Stellato
(signature and office of individual taking acknowledgment)

LOIS R. STELLATO
NOTARY PUBLIC, STATE OF NY
NO. 34-671080
QUALIFIED IN RICHMOND COUNTY
CERTIFIED IN MANHATTAN COUNTY
COMMISSION EXPIRES JANUARY 31, 2007

22246987

SCHEDULE I

**Schedule A
Trademarks**

Trademark	Owner	Reg. / App. No.
KIDFLUENCE	Fun Express, Inc.	2,510,221
Lightning Bolt Design	Fun Express, Inc.	2,234,368
WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	Fun Express, Inc.	2510278